



## Widow Maker Mountain Bike Race – Sports-AM September 17, 2016

***PLEASE READ THE RELEASE OF LIABILITY CAREFULLY BEFORE SIGNING.  
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.***

1. The undersigned, being at least 18 years old (hereinafter referred to as "Competitor"), warrants and represents that he/she is in good health, and has sufficient health insurance and / or medical coverage policy; should accident or injury occur. If Competitor is less than 18 years of age, a parent or legal guardian must sign this waiver for the Competitor.
2. Competitor accepts and understands that competing in the Widow Maker Mountain Bike Race, (hereinafter referred to as "**ACTIVITY**") and the sport of mountain biking is **HAZARDOUS** and has many dangers and risks. It is further understood that training or racing competitively is more **HAZARDOUS** than recreational cycling. Competitor realizes that injuries are common and an ordinary occurrence of this sport. Competitor agrees as a condition of being allowed to use the ski area facility and premises, that Competitor freely accepts and voluntarily **ASSUMES ALL RISKS OF PERSONAL INJURY OR DEATH** and for property damage which results in any way from negligence, conditions on or about the premises and facilities, the operation of the ski area including, but not limited to actions or omissions of employees or agents of the ski area, or Competitor's participation in on-mountain activities, training, any competitive event, or other activities at the ski area.

Competitor agrees with the premise that Competitor is a competitor at all times, whether practicing for competition or in competition. Competitor agrees that he/she is always provided an opportunity to conduct a reasonable visual inspection of the training racecourse. Competitor understands that he/she will be held to assume the risk of all course conditions, course construction, or layout and obstacles.

### **WARNING**

Competitor assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of cycling and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of cycling including: changing weather conditions; variations or steepness in terrain; surface or subsurface conditions such as bare spots, forest growth, rocks, stumps, impact with lift towers and other structures and their components; collisions with other cyclists, users or persons; a cyclists failure to ride within his/her own ability.

3. Competitors hereby assume all risks which may be associated with and/or result from his/her involvement in such **Activity** and releases and indemnifies Snowbird Resort LLC, Snowbird Operations LLC and Snowbird Holding LLC its subsidiaries and affiliates, their respective officers, directors, agents, servants, and employees (herein after referred to as Snowbird), of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me while participating in the **Activity**, including, but not limited to, those injuries and damages caused by the negligence and / or breach of warranty, express or implied, on the part of Snowbird.
4. By execution of this release Snowbird shall be indemnified for any injury to other person(s) or property which competitor may cause as a result of engaging in the **Activity**.
5. Competitor authorizes Snowbird and/or its authorized personnel to call for medical care for him/her or to transport him/her to a medical facility or hospital if, in the opinion of such personnel, medical attention is necessary. Further, Competitor agrees to pay all costs associated with such medical care and related transportation provided for him/her and shall indemnify and hold harmless Snowbird of and from any costs incurred therein.
6. **COMPETITOR CONTRACTUALLY AGREES** that any and **ALL DISPUTES** between himself/herself and Snowbird arising from his/her participation in the **Activity**, **INCLUDING** any claims for personal injury and/or death, **WILL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH.**

- 7. IN THE EVENT ANY SECTION OF THIS RELEASE IS FOUND TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE FULLY ENFORCEABLE.
- 8. THIS RELEASE SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW.
- 9. This release shall be binding upon Competitor's assignees, surrogates, distributees, heirs, estate, next of kin, executors, personal representatives, and administrators and may be pled by Snowbird as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the Competitor.

**I HAVE CAREFULLY READ THE FORGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM OF 18 YEARS OF AGE OR OLDER OR I AM THE PARENT OR LEGAL GUARDIAN OF COMPETITOR.**

**ALL COMPETITORS UNDER 18 YEARS OF AGE MUST HAVE A PARENTS SIGNATURE ON THIS WAIVER**

COMPETITOR NAME \_\_\_\_\_ COMPETITOR AGE \_\_\_\_\_

MALE / FEMALE (circle one)

COMPETITOR ADDRESS \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

COMPETITOR SIGNATURE (if 18 or older) \_\_\_\_\_

**PARENT OR LEGAL GUARDIAN**

NAME (PRINTED) \_\_\_\_\_

ADDRESS \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**Bib # \_\_\_\_\_**